

1 IT IS HEREBY STIPULATED by and between Plaintiff MARNICE CLERK ("Plaintiff")
2 and Defendants LIFE INSURANCE COMPANY OF NORTH AMERICA ("LINA") and
3 CAESAR'S ENTERTAINMENT OPERATING COMPANY, INC, by and through their respective
4 counsel, as follows:

5 1. The Parties agree that this case is governed by the Employee Retirement Income
6 Security Act of 1974 ("ERISA"), 29 U.S.C. Section 1001, *et seq.*

7 2. LINA has confirmed that CAESAR'S ENTERTAINMENT OPERATING
8 COMPANY, INC., Long Term Disability Plan (the "Plan") is funded by a policy of long term
9 disability insurance issued by LINA.

10 3. In consideration for this Stipulation, LINA acknowledges and agrees that it will be
11 responsible for any judgment relating to disability benefits under the Plan, and attorney fees, if
12 awarded, as they relate to Plaintiff based on the allegations made in the Complaint against LINA in
13 the above-entitled action.

14 4. The Parties therefore stipulate and request that Defendant CAESAR'S
15 ENTERTAINMENT OPERATING COMPANY, INC. be dismissed without prejudice, pursuant to
16 Rule 41(a)(1)(A)(ii), with the Parties to bear their own attorney fees and costs directly related to the
17 instant Stipulation and the dismissal of CAESAR'S ENTERTAINMENT OPERATING
18 COMPANY, INC.

19 5. LINA shall remain the only named defendant.

20 **IT IS SO STIPULATED.**

21
22 Dated: November 29, 2017

LAW OFFICES OF KEVIN M. ZIETZ
Kevin M. Zietz

23
24 By: /s/ Kevin M. Zietz
25 Kevin M. Zietz
26 Attorneys for Plaintiff
MARNICE CLERK

ORDER

27 Based on the parties' stipulation [ECF No. 17] and good cause appearing, IT IS HEREBY
28 ORDERED that **all claims against defendant Caesar's Entertainment Operating Company, Inc. are DISMISSED** without prejudice, each party to bear its own fees and costs.